

ACCESS SERVICE**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)****4.4 Rate Schedule - (On-Net Services) (Cont'd.)****Fractional Ds1 Service (128, 256, 384 Kbps)**

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination 128 Kbps per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed 128 Kbps	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile 128 Kbps	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Channel Termination 256 Kbps per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed 256 Kbps	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile 256 Kbps	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Channel Termination 384 Kbps per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed 384 Kbps	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile 384 Kbps	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NOTE: Only the recurring channel termination charge applies per point of termination.

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ACCESS SERVICE**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)****4.4 Rate Schedule - (On-Net Services) (Cont'd.)****DS1 Service (1.544 Mbps)**

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Multiplexing DS-1 to DS-0	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Multiplexing DS-1 to Voice	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Digital Cross Connect per DS-1 Connection	ICB	N/A	ICB	ICB	ICB	ICB	ICB

NOTE: Only the recurring channel termination charge applies per point of termination.

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ACCESS SERVICE**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)****4.4 Rate Schedule - (On-Net Services) (Cont'd.)****DS3 Service (44.736 Mbps)**

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Multiplexing DS-3 to DS-1	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Digital Cross Connect per DS-1 Connection	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Digital Cross Connect per DS-3 Connection	ICB	N/A	ICB	ICB	ICB	ICB	ICB

NOTE: Only the recurring channel termination charge applies per point of termination.

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**4.5 TIME AND MATERIAL CHARGES**

Basic time, normally scheduled working hours, per engineer or technician.

1st 1/2 Hr. or Fraction	\$35.00
Ea. Add'l 1/4 Hr. or Fraction	\$12.00

Overtime, outside of normally scheduled working hours, per engineer or technician.

1st 1/2 Hr. or Fraction	\$40.00
Ea. Add'l 1/4 Hr. or Fraction	\$16.00

Premium time, outside of schedule work day, per engineer or technician.

1st 1/2 Hr. or Fraction	\$45.00
Ea. Add'l 1/4 Hr. or Fraction	\$20.00

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service¹

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4.4.11.1 Description

Metro Frame Relay is a virtual private data network service which allows Customers to simulate a dedicated high speed data network and enables connection of two business sites within the same LATA where suitable facilities are available. Metro Frame Relay is offered at one rate which is the transmission rate (in Kbps or Mbps) and is not usage or distance sensitive. Metro Frame Relay Service is offered in conjunction with the Company's interstate Frame Relay Service as filed with the FCC under Tariff No. 9.

.1 Customers subscribing to Metro Frame Relay Service may order Service for Service Commitment Periods of one, two, three, four or five years and will receive a discount for the term of the Service Commitment Period and volume discount based upon the aggregate dollar volume of Base Rate Charges to Customer.

.2 The term "Minimum Monthly" as it appears in the discount tables set forth in this Section, shall mean the aggregate of all Base Rate charges for each Frame Relay Service, Metro Frame Relay Service and domestic Frame Relay Service combined, (regardless of whether such Base Rate Charges are themselves subject to any discount limitation) which in total amount to, but do not include, the amount stated at each level of the relevant discount schedule (e.g. \$100 - \$2499, \$2500-4999, etc.).

.3 Other charges which may be applicable are Nonrecurring Charges, Ancillary charges, Local Access charges and Taxes.

4.4.11.2 Definitions Applicable to Frame Relay Service

AMI
Alternate Mark Inversion.

ASR
Access Service Request. An order placed with a Local Access Provider for Local Access.

B8ZS
Bipolar with eight zero substitution.

Bandwidth
The total frequency band, in hertz, allocated for a channel.

Base Rate Charges
The non-discounted monthly recurring Network Port base rate charge plus the non-discounted monthly recurring CIR base rate charge.

Committed Information Rate (CIR)
Refers to the maximum guaranteed transmission speed of a user over a link to the Frame Relay Network.

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Effective January 6, 2003, this plan will no longer be available to new subscribers.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.2 Definitions Applicable to Frame Relay Service

DDS Service

DDS means Digital Data Service which is an all digital dedicated Interexchange Service where the IXC is designed for full-duplex data transmission at a synchronous speed of 56/64 Kbps with accompanying DDS 56/64 Kbps local access.

ESF

Extended Super Frame.

Frame Relay

ANSI ITU Interface standard in which Customer translates variable length frames to the frame relay transport vendor.

Installation

The connection of a PVC or port for new, changed or an additional Service.

Kbps

Kilobits per second

Local Access

The portion of the Service between a Customer premise and a Company designated Point-of-Presence.

Local Access Provider

An entity providing Local Access,

Mbps

Megabits per second,

Network Node (Node)

Customer physical location with an associated Port Connection and PVC.

Physical Chancere

The modification of an existing PVC or port at the request of the Customer.

Port Connection

Physical connection (located on a frame relay switch) into a carrier's Public Frame Relay network.

Public Frame Relay Network

Telecommunications network operated for the provision of Frame Relay Service to multiple Customers,

PVC

Permanent Virtual Circuit which provides the Customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the frame relay service network.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.2 Definitions Applicable to Frame Relay Service

SF

Super Frame.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

4.4.11.3 Service Components

There are two components of Metro Frame Relay: Metro PVC and Metro Port.

Metro PVC - A Metro PVC connects two customer sites located within one LATA (determined by NPA/NXX).

Metro Port - A Metro Port can support Metro (intraLATA) PVCs exclusively. All PVCs entering and exiting the Metro Port must be Metro PVCs. A Metro Port cannot support standard PVCs.

The following Port Speed options are available for Metro Ports:

56/64 Kbps	256 Kbps	512 Kbps	1.024 Mbps	
128 Kbps		384 Kbps	768 Kbps	1.536 Mbps

The following CIR options are available for Metro PVCs

16 Kbps	192 Kbps	512 Kbps	832 Kbps
32 Kbps	256 Kbps	576 Kbps	896 Kbps
48 Kbps	320 Kbps	640 Kbps	960 Kbps
56 Kbps	384 Kbps	704 Kbps	1.024 Mbps
64 Kbps	448 Kbps	768 Kbps	1.536 Mbps
128 Kbps			

4.4.11.4 Collocation of Customer Equipment

The Company will consider requests from Customers or prospective Customers, provided space is determined, solely by Company, to be available and uncommitted, to license the collocation of Customer equipment and occupancy of space owned or controlled by Company solely for the purpose of interconnecting such Customer equipment with Service at the Company's Points-of-Presence, subject to (A) the Company's current and forecasted physical space requirements, taking into account available space, at the Company's Points-of-Presence, (B) any applicable lease or occupancy restrictions imposed on the Company, (C) the technical and operational compatibility of the Customer's equipment with the Company equipment and Services, (D) the Company's security and revenue requirement conditions to which the Customer contractually will commit.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.5 Systems Security

Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their telecommunications system, they will adhere to the following:

.1 Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.

.2 Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.

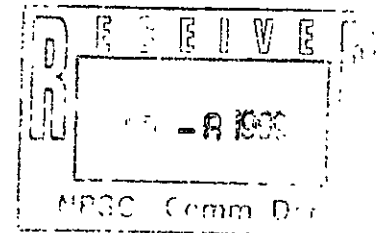
.3 Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of Company.

.4 Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to unauthorized access of these Systems.

.5 In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

4.4.11.6 Customer Provided Equipment

Customer Premises Circuit terminating equipment such as Routers, Bridges, and FRADs shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing and set forth in a Service Application accepted by an authorized representative of Company.



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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.7 Technical Standards

.1 Application of Technical Standards

The following Technical Standards for Metro Frame Relay Services set forth objectives for Company to follow, and are listed in accordance to telecommunications industry standards. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding sections of this Tariff,

.2 Performance Specifications

ANSI T1-617 Annex D
ANSI T1-618
CCITT (ITU) Q.933 Annex A
CCITT (ITU) Q.922

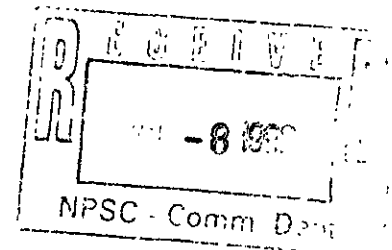
4.4.11.8 Application of Nonrecurring and Ancillary Charges

.1 Installation Charges

Charges apply when the Customer requests new or additional Service.

.2 Expedite Charges

Company charges for the Expedited handling of the Service order. Company will pass along to the Customer any Local Access Provider Expedite charges associated with the Customer's request for Expedited Installation.



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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.8 Application of Nonrecurring and Ancillary Charges

.3 Change of Requested Service Date

A change of Requested Service Date charge applies when a change of Requested Service Date is the only requested modification to the original Service order,

- (a) If the first requested change of the Requested Service Date is received more than ten (10) working days prior to the Requested Service Date, there will be no charge.
- (b) If the Requested Service Date has been changed once already, or if the request is made within ten (10) days of the original Requested Service Date, a charge will apply.
- (c) An ASR charge will be assessed whenever a change of Requested Service Date is requested on Service orders including Company-ordered Local Access.
- (d) When the Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service order must be canceled and re-issued when a confirmed date is set. A charge for a change of Requested Service Date also applies when the Customer requests an earlier Requested Service Date that does not require an Expedite. Should an Expedite be required, the Expedite Charge supersedes the change of Requested Service Date charge.

.4 Change of Order Charges

- (a) Charges apply when a Customer requests a modification to the information contained in the original Service order prior to Customer acceptance other than a change of Requested Service Date.
- (b) Administrative Charges
If an ASR must be submitted to the Local Access Provider as a result of changes to Customer records such as billing address change, billing contact change, etc., then the Customer will be charged an ASR charge.
- (c) Local Access Service Charges
Charges apply if the change requires a change in the original ASR or if a new ASR must be submitted.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.8 Application of Nonrecurring and Ancillary Charges

.5 Order Cancellation Charges

Charges apply for Service orders canceled prior to Customer acceptance. These charges are intended to supplement any Service Cancellation charges set forth in Section II. Order cancellation charges are in addition to standard Installation charges.

.6 Change of Service Charges

Charges apply to changes made after acceptance by the Customer.

(a) Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of Customer-requested changes in Service, the Customer will be charged an ASR charge.

(b) Re-engineering Charges

Charges apply for orders that are re-engineered due to a Customer-requested change in local Service type. Changes which require only modification of Local Access, but do not affect Metro Frame Relay Service, will only be charged for the ASR. Any Local Access Provider charges incurred because of the change will be passed on to the Customer.

.7 Application of Ancillary Charges

(a) Collocation Charges

Collocation charges may apply when a Customer contracts with Company to utilize space in Company Point-of-Presence locations for placement of Customer owned and maintained equipment associated with Services Company provides. All pricing for collocation including floor space, power, rack space, DSX-1 or DSX-3 cross-connect panels, etc., is dependent on Customer requirements.

4.4.11.9 Local Access Charges

The rate information relevant to Local Access charges is available from the relevant Local Exchange Carriers.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.411 Metro Frame Relay Service (Cont'd)

4.4.11 10 Rates

Rates set forth below are Monthly Recurring, Non-recurring, Ancillary Charges and Discount Schedules applicable

1 Monthly Recurring Charges

Port	Charge
56/64 Kbps	\$66.00
128 Kbps	\$150.00
256 Kbps	\$204.00
384 Kbps	\$246.00
512 Kbps	\$288.00
768 Kbps	\$324.00
1 024 Mbps	\$360.00
1.536 Mbps	\$396.00

CIR Charge

\$600 per 64 Kbps (I)

2 Non-Recurring and Ancillary Charges

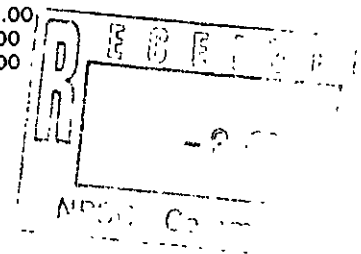
(a) Installation Charges

Port	Non-Recurring Charge
64 Kbps	\$300.00
128 Kbps	\$300.00
256 Kbps	\$300.00
384 Kbps	\$300.00
512 Kbps	\$300.00
768 Kbps	\$300.00
1 024 Mbps	\$300.00
1 536 Mbps	\$300.00

PVC Installation \$15.00 per PVC (R)

(b) Ancillary Charges

Expedite Charge/Port	\$100.00
Cancellation Charge/Port	
Pre-Engineering	\$100.00
Post-Engineering	\$250.00
Date Change Charge/Port	\$100.00
Administrative Order Charge	No Charge
Non-Administrative Order Charge/Port	
Pre Engineering	\$100.00
Post Engineering	\$250.00
U.S. DS-0 ASR	\$25.00
U.S. DS-1 ASR	\$50.00



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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.10 Rates (cont'd)

.3 Discount Schedule

The discount structures listed below are based solely on the Service Commitment Period selected by the Customer and stated in the Service Order.

<u>Monthly Revenue</u>	<u>Annual 1 Revenue</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>C Years</u>
\$ 100	\$ 1,200	1%	2%	3%	4%	5%
\$ 250	\$ 3,000	1%	2%	3%	4%	5%
\$ 500	\$ 6,000	1%	2%	3%	4%	5%
\$ 1,000	\$ 12,000	2%	3%	4%	5%	6%
\$ 2,000	\$ 24,000	5%	6%	7%	8%	9%
\$ 3,000	\$ 36,000	6%	7%	9%	10%	12%
\$ 4,000	\$ 48,000	7%	8%	10%	12%	14%
\$ 5,000	\$ 60,000	8%	10%	12%	14%	16%
\$ 7,000	\$ 84,000	9%	11%	14%	16%	18%
\$10,000	\$120,000	12%	14%	17%	19%	21%
\$15,000	\$180,000	13%	15%	18%	20%	22%
\$25,000	\$300,000	14%	17%	20%	23%	25%
\$50,000	\$600,000	16%	19%	22%	25%	27%

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4.4.11.11 Price Protection Plan

Customers who select a Service Commitment Period for Metro Frame Relay Service of one, two, three, four, or five years are automatically enrolled in the Price Protection Plan as described below. During the Service Commitment Period, Customer shall have the option to obtain the discount schedule for such Metro Frame Relay Service which is equal to Company's then-current discount schedule under this Tariff for Metro Frame Relay Service ("Published Price") upon the following conditions of the Price Protection Plan.

Under the Price Protection Plan, if at any time during the Service Commitment Period any discount rate on the applicable discount schedule is decreased ("New Discount Schedule") for that Service the Customer will continue to be charged the discount in effect at the time the Service Commitment Period was initially selected. If any discount rate on the applicable discount schedule is increased ("New Discount Schedule"), the Customer may obtain affected Service with the New Discount Schedule by executing a new Service Order for the Service in question, subject to a Service Commitment Period which is equal to or greater than the Service Commitment Period of the original Service arrangement ("Revised Service Commitment Period").

Any New Discount Schedule available to Customer pursuant to the foregoing provisions shall become effective with the commencement of the Revised Service Commitment Period as of a date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and submission of the above-referenced new Service Order to Company.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.12 Revenue Plan Arrangements

.1 Only by written Service Application, which is accepted by an authorized representative of Company, may Customers obtain a Revenue Plan Arrangement ("Revenue Plan") for the Metro Frame Relay Service. Each Revenue Plan shall be subject to a Customer Commitment Period (defined below) of at least one, two, three, four or five years. The period between the effective date of a Revenue Plan and the expiration of the Customer Commitment Period shall be referred to as the "Term" of the Revenue Plan.

.2 From and after the effective date of a Revenue Plan and subject to the provisions of this section, Customer may submit Service Orders for Qualifying Metro Frame Relay Service subject to the discounts in effect under this Tariff at the time the Service Application for the Revenue Plan is executed by Customer and Company. Subject to other applicable provisions of this Tariff, Company will accept such Service Orders provided the Requested Service Dates therefor do not occur later than a date six (6) months prior to the expiration of the Term ("Plan Installation Period").

.3 The Service Commitment Period applicable to each Qualifying Metro Frame Relay Service shall be the longer of a period equal to: (i) the period commencing with the Start of Service Date therefor and continuing until the expiration of the Term applicable to the Revenue Plan in question; or (ii) six (6) months. Upon the expiration of the Term of a Revenue Plan, all monthly recurring charges relevant to Qualifying Metro Frame Relay Service (other than Qualifying Metro Frame Relay Service that has not completed its Service Commitment Period) will revert to Company's then current Base Rates and month-to-month Service Commitment Period discount, if any, applicable to Qualifying Metro Frame Relay Service then provided. Upon the expiration of the Service Commitment Period relevant to each Port comprising Qualifying Frame Relay, such Service will be subject to termination by either Customer or Company upon not less than thirty (30) days prior written notice to the other party.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.12 Revenue Plan Arrangements (cont'd)

.4 Each Service Application for a Revenue Plan will set forth the "Customer Commitment Period" which shall be the period over which Customer shall obtain Metro Frame Relay Service subject to Base Rate Charges at least equal to the "Minimum Monthly Commitment. "

- (a) The lowest Minimum Monthly Commitment available for Revenue Plans is \$2,500. The Minimum Monthly Commitment under a Revenue Plan will not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non-recurring charges for collocation of Customer equipment in Company POPS or other services provided to Customer by Company.
- (b) The length of the Customer Commitment Period and the Minimum Monthly Commitment for both domestic WorldCom Frame Relay Service and Metro Frame Relay Service will determine the applicable discount of the Base Rates for Qualifying Metro Frame Relay Service, i.e., for purposes of determining the applicable discount of the Revenue Plan, the Customer Commitment Period equates to the Service Commitment Period in the discount schedules and the Minimum Monthly Commitment equates to the applicable Minimum Monthly level in the discount schedules.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.12 Revenue Plan Arrangements (cont'd)

.5 Notwithstanding any provision of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, after a Service Order for Qualifying Metro Frame Relay Service is accepted by Company, Customer may cancel all or a portion of the Service described in the Service Order if Customer provides written notification thereof to Company thirty (30) days in advance of the effective date of cancellation. In such case, Customer shall pay to Company all charges for such Service provided through the effective date of cancellation plus a cancellation charge determined as follows:

- (a) Prior to Start of Service, the cancellation charge shall be an amount equal to one (1) month's Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question plus all non-recurring charges which would have otherwise been due (e.g., Installation charges) upon Start of Service therefor and costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.
- (b) Following Start of Service, the cancellation charge shall be an amount equal to six (6) times the monthly recurring Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question less Base Rate Charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero) plus costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.12 Revenue Plan Arrangements (cont'd)

.6 Commencing with the first calendar month/billing period of the Customer Commitment Period and continuing for each calendar month/billing period thereafter through the expiration of the Customer Commitment Period, the Customer subscribing to the Revenue Plan will obtain Metro Frame Relay Service from Company pursuant to this Tariff and the Company interstate Tariff F.C.C. No. 9, which is subject to an aggregate of applicable Base Rate Charges ("Aggregate Base Rate Charge") equal to the Minimum Monthly Commitment. The Aggregate Base Rate Charge does not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non recurring charges for collocation of Customer equipment in Company POPS or other services provided to Customer by Company,

.7 If Customer's Aggregate Base Rate Charge for any month in the Customer Commitment Period is less than the applicable Minimum Monthly Commitment, Customer shall pay Company the difference between the Aggregate Base Rate Charge for the month in question and the Minimum Monthly Commitment ("Deficiency Charge").

- (a) The Deficiency Charge shall be in addition to the charges for Qualifying Metro Frame Relay Service and all other Service provided pursuant to the Revenue Plan.
- (b) The Deficiency Charge, if any, shall be due at the same time payment is due for Customer's monthly recurring charges.

.8 In the event:

- (a) Customer fails to pay the Deficiency Charge on or before thirty (30) days from its Due Date and after ten (10) days written notice thereof to Customer by Company (which notice may refer generally to an unpaid balance of Customer's account); or,
- (b) Customer fails to pay the Deficiency Charge on or before thirty (30) days from the Due Date therefor on two (2) or more occasions within a six (6) month period; or,
- (c) Service is terminated or suspended pursuant to the provisions of Section II;

Company may terminate all Service provided to Customer pursuant to the Revenue Plan and make due for immediate payment a charge ("Plan Termination Charge.") in an amount equal to the greater of the following:

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.12 Revenue Plan Arrangements (cont'd)

.8 (cont'd)

- (a) If the termination becomes effective prior to completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the first year of the Customer Commitment Period plus twenty-five percent (25%) of the balance of such monthly Minimum Monthly Commitment(s) for the remainder of the Customer Commitment Period beyond the first year; or
- (b) If the termination becomes effective after completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to twenty-five percent (25%) of the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the Customer Commitment Period; or

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.12 Revenue Plan Arrangements (cont'd)

.8 (cont'd)

- (c) If at the time of termination: (i) the Service Commitment Period for each Circuit comprising Qualifying Metro Frame Relay Service is six (6) months, and (ii) the Service Commitment Period of any other Circuit obtained under the Revenue Plan is Restricted, then the charge will be an amount equal to the total cancellation charges, if any, which would otherwise be applicable to the cancellation of Metro Frame Relay Service in accordance with Section II; provided, that in any case the effective date of cancellation shall be deemed to be the date of termination or any earlier date of suspension; and

Regardless of whether Clause (a), (b) or (c) is determined to be the greater amount, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of Local Access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent,

.9 In the event: (a) an individual Circuit comprising Qualifying Metro Frame Relay Service under a Revenue Plan is canceled by Customer prior to completion of the Service Commitment Period relevant to the Circuit in question; or (b) Customer fails to obtain the requisite Aggregate Base Rate Charge during the Customer Commitment Period in order to maintain the then applicable Minimum Monthly Commitment; or (c) a Revenue Plan is subject to termination under the provisions of Section (8)(c) preceding, Company's damages are difficult or impossible to ascertain, therefore, the foregoing provisions providing for individual Node cancellation liability of Customer, Deficiency Charges and/or Plan Termination Charges are intended to establish liquidated damages in the event of an early termination of individual ports subject to a Revenue Plan, a deficiency in the Minimum Monthly Commitment or termination of a Revenue Plan prior to fulfilling the Minimum Monthly Commitment for each and every month of the Customer Commitment Period and do not represent a penalty of any kind.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

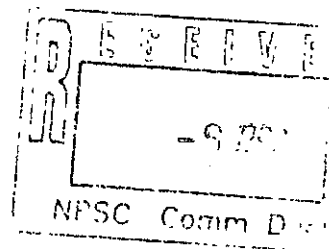
4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.12 Revenue Plan Arrangements (cont'd)

.10 During the Customer Commitment Period, Customer shall have the option to obtain pricing for all Qualifying Metro Frame Relay Service which is equal to Company's then-current pricing, (i. e., Base Rates and discounts) under this Tariff for Qualifying Metro Frame Relay Service ("Published Price") upon the conditions of the Price Protection Plan described in Section K preceding with the following exceptions. Customer must elect to exercise such option within thirty (30) days following Company's notice of an adjustment to Company's Published Price, The Price Protection Plan will be available to Customer, provided Customer is not in default of its obligations pursuant to this Tariff and will apply to Qualifying Metro Frame Relay Service.

- (a) If Customer elects to exercise such option at any time following the Commencement Date and continuing for a period ending twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute an amendment to the Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The amendment to the Revenue Plan agreement will set forth the then-current Published Price for all Qualifying Metro Frame Relay Service. The adjustment, if any, of the monthly recurring charges for Qualifying Metro Frame Relay Service will have an effective date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of such amendment to Company.



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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.12 Revenue Plan Arrangements (cont'd)

.10 (cont'd)

- (b) If Customer elects to exercise such option at any time within a period of twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute a superseding Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The superseding Revenue Plan agreement will set forth (a) the then-applicable Published Price for all Qualifying Metro Frame Relay Service, (b) a Minimum Monthly Commitment equal to or greater than the then current Minimum Monthly Commitment, and (c) a revised Customer Commitment Period of at least one (1) year. The new Revenue Plan will have an effective date not later than the first day of the calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of the new Revenue Plan agreement to Company.
- (c) In the event a reduction (and only such reduction) in applicable charges pursuant to this Section causes the Aggregate Base Rate Charges to fall below the Minimum Monthly Commitment of the Revenue Plan then in effect, Customer may obtain a revision to the Minimum Monthly Commitment equal to the new level of Aggregate Base Rate Charges after applying the relevant Published Price to Qualifying Metro Frame Relay Service, provided, however, the applicable discounts shall also be adjusted to the corresponding Minimum Monthly level set forth in the discount schedules.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.12 Revenue Plan Arrangements (cont'd)

.11 Notwithstanding any provisions of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, Customer may cancel and upgrade Qualifying Metro Frame Relay Service to higher speed Qualifying Metro Frame Relay Service ("Replacement Metro Frame Relay Service"), without being subject to any cancellation charge relevant to Company's Metro Frame Relay Service pursuant to this Tariff under the following conditions:

- (a) Customer provides Company with a minimum forty-five (45) calendar days notice prior to the effective date of such cancellation and concurrently therewith submits a Service Order for Replacement Metro Frame Relay Service having a Requested Service Date therefor concurrent with the effective date of such cancellation;
- (b) The Replacement Metro Frame Relay Service is available; and,
- (c) The cities served by the Metro Frame Relay Service affected by the upgrade continue to be served by the Replacement Metro Frame Relay Service.
- (d) Customer will be liable for costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation, provided Company notifies Customer of such costs within a reasonable time following receipt of Customer's Service Order to effect a cancellation under this Section and obtain Replacement Metro Frame Relay Service and Customer does not cancel the Service Order in question.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.13 Warranties

.1 Frame Relay Service Satisfaction Warranty

New Customers or Customers desiring subscription to frame relay service which had not previously been available under this Tariff will obtain Company's Frame Relay Service Satisfaction Warranty (the "SSW") subject to the requirements described below.

- (a) The Term for the Metro Frame Relay Service must be at least one (1) year.
- (b) A detailed description of Customer's prior network configuration for service which is converted to Metro Frame Relay Service (the "Prior Network Configuration") must be attached to the SSW. The description of the Prior Network Configuration shall include (for each circuit or connection): (i) the IXC speed (in the case of Private Line) or port speed (in the case of frame relay); (ii) the intraLATA port speed; (iii) the local access speed at each relevant Customer premise; (iv) the location address for each Customer premise; and, (v) the name of the carrier which provided services to Customer under the Prior Network Configuration.
- (c) Complete Orders must be signed and submitted on or before ninety (90) calendar days from the date of the SSW.
- (d) Orders must have a Requested Service Date occurring on or before one hundred and twenty (120) calendar days from the date of the SSW.
- (e) Company warrants to Customer that Customer may cancel Metro Frame Relay Service by written notice to Company at any time within the first one hundred and twenty (120) calendar days following the date of the SSW without incurring any cancellation charge or further liability whatsoever with respect to such Service after the effective date of cancellation. Customer will, however, be liable for charges for Metro Frame Relay Service provided through the date of cancellation. Metro Frame Relay Service may be canceled for any reason, however, Customer agrees to either describe the reason for cancellation or state that no reason for cancellation exists.

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.13 Warranties (cont'd)

.1 Frame Relay Service Satisfaction Warranty (cont'd)

- (f) In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes DS-0, DDS, FT-1 or DS-1 (or greater level)-service (collectively "Private Line Service and/or frame relay service, Company agrees to pay Customer to revert the canceled Metro Frame Relay Service back to Customer's Prior Network Configuration (the "Switch Back") as provided below:

If Customer's Prior Network Configuration includes Private Line service provided by Company, then, for such service, Customer will not be charged any IXC installation charges or local access installation charges associated with the Switch Back.

If Customer's Prior Network Configuration includes Private Line Service provided by earner(s) other than Company (the "Prior Carrier"), then, for such service Company will (a) reimburse Customer the Prior Carrier's published or tariffed local access installation charges and Private Line Service installation charges directly related to the Switch Back (the "Qualified Charges") up to an amount per circuit (as described below) based on the level of Private Line Service for each relevant circuit in Customer's Prior Configuration (the "Private Line Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following notice of cancellation or within a period which is mutually agreed by Company and Customer.

LEVEL OF PRIVATE LINE SERVICE	PRIVATE LINE SWITCH BACK REIMBURSEMENT LIMIT PER CIRCUIT
DS-0	Up to \$2,000 in Qualified Charges
DDS	Up to \$2,500 in Qualified Charges
FT-1	Up to \$4,500 in Qualified Charges
DS-1	Up to \$5,000 in Qualified Charges
Greater than DS-1	Up to \$7,000 in Qualified Charges

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4. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS (Cont'd)

4.4.11 Metro Frame Relay Service (Cont'd)

4.4.11.13 Warranties (cont'd)

.1 Frame Relay Service Satisfaction Warranty (cont'd)

- (g) In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes frame relay service which was provided by a Prior Carrier, Company will (a) reimburse Customer the Qualified Charges up to an amount per network node (as described below) based on the node speed for each relevant port in Customer's Prior Configuration ("Frame Relay Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following written notice of cancellation or within a period which is mutually agreed by both Company and Customer.

NETWORK PORT SPEED

56/64 Kbps

Greater than 56/64K but less than 1.5 Mbps

1.5 Mbps

Greater than 1.5 Mbps

FRAME RELAY SWITCH BACK

REIMBURSEMENT LIMIT PER PORT

Up to \$1,500 in Qualified Charges

Up to \$2,500 in Qualified Charges

Up to \$5,000 in Qualified Charges

Up to \$6,000 in Qualified Charges

- (h) Any Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement due hereunder as described above shall be due and payable to Customer on or before sixty (60) calendar days from Customer's presentment to Company of a written statement of Qualified Charges and reasonable evidence of payment to the Prior Carrier (e. g., canceled check/receipt) by Customer.
- (i) Payment of the Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement shall, at Customer's option and as Indicated in Customer's statement of Qualified Charges, be made by either (i) a credit against a Customer's then-current charges for services provided by Company, if any; or, (ii) a check drawn on a United States bank and payable in United States dollars.

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SERVICE AND RATE DESCRIPTIONS

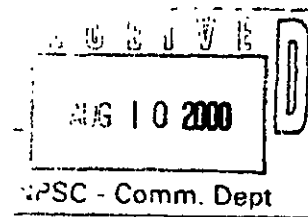
3.1 Access Services (Cont'd)

3.1.2 Standard Rate Categories (Cont'd)

(B) Local Transport (Cont'd)

(5) Local Transport - Facilities

Voice Grade and DS1 facilities are available for Local Transport-Entrance Facilities and for Local Transport-Direct Trunked Transport facilities. A Voice Grade facility provides voice frequency transmission capability in the nominal range of 300 to 3000 Hz and may be terminated 4-wire. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.



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RATES

5.1 Access Service

5.1.1 Nonrecurring Charges

NRC

All States

(A) Installation
Per Entrance Facility

- Voice Grade Four Wire
- DS1

\$ 161.00

\$ 181.00

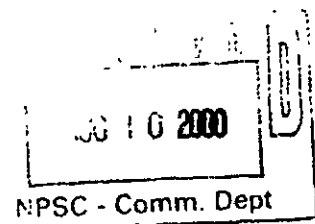
(B) Direct Trunked Transport Activation
Per 24 trunks or fraction thereof
Per Order

- End Office or Tandem

\$ 249.00

(C) Tandem Transport
Per Line or Trunk

\$ 31.76



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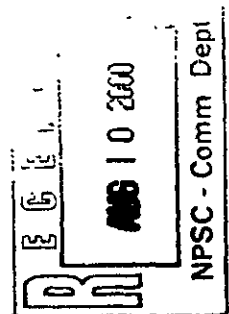
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Sioux Falls, SD 57064

RATES

5.1 Access Service (Cont'd)

5.1.2 Local Transport

		Monthly Rate
(A)	Entrance Facility	
	Per Termination	
	- Voice Grade Two Wire	\$ 33.77
	- Voice Grade Four Wire	\$ 54.03
	-DS1	\$ 179.13
(B)	Tandem Switched Transport	
(1)	Tandem Switched Facility Per Access Minute Per Mile	\$.000295
(2)	Tandem Switched Termination Per Access Minute Per Termination	\$.001451
(3)	Tandem Switching Per Access Minute Per Tandem	\$.003393
(4)	Local Transport Facility Per Access Minute	\$.000326
(5)	Local Transport Termination Per Access Minute	\$.0165
(C)	Direct Trunked Transport	
(1)	Direct Trunked Facility Per Mile	
	- Voice Grade	\$ 2.41
	- DS1	\$ 19.39
(2)	Direct Trunked Termination Per Termination	
	- Voice Grade	\$ 24.17
	-DS1	\$ 95.62



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RATES

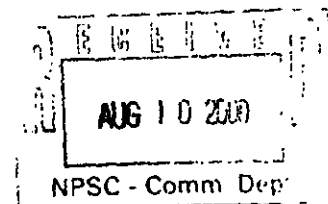
5.1 Access Service (Cont'd)

5.1.2 Local Transport (Cont'd)

All States

Monthly Rate

(D)	Interconnection Charge Per Access Minute	\$.013443
(E)	Network Blocking Charge Per Call Blocked	\$.031800
(F)	Multiplexing Per Arrangement	
	- DS3 to DS1	\$ 474.31
	- DS1 to Voice	\$ 183.12



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RATES

5.1 Access Service (Cont'd)

5.1.3 End Office

All States

Monthly Rate

(A) Local Switching
Per Access Minute

\$.025545

(B) Information
Per Access Minute

\$.000198

5.1.4 Toll Free Data Base Access Service

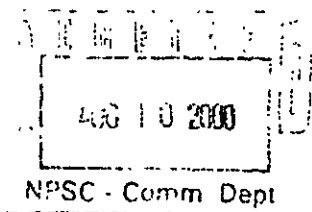
All States

(A) Basic
Per Query

\$.004600

(B) Enhanced
Per Query

\$.005000



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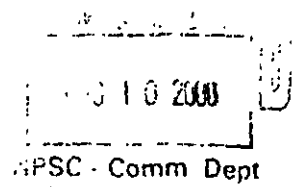
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RATES

5.2	Miscellaneous Services	Non-Recurring Charge
5.2.1	Presubscription	
	Presubscription, -Per Telephone Exchange Service Line or Trunk	\$ 5.00
5.2.2	Billing Name and Address Service	Non-Recurring Charge
	Initial Account Set-Up	\$200.00
		Per Request
	Paper Report Charge	
	Per Report	\$ 65.00
	Per Record	\$ 1.00
	Magnetic Tape Report Charge	
	Per Report	\$ 80.00
	Per Record	\$.01
	Programming Charge	
	Per Hour	\$ 70.00



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INTEGRATED SERVICES DIGITAL NETWORK1. GENERAL

A. Description

Integrated Services Digital Network (ISDN) is a digital service that provides an integrated voice/data capability to the customer premises facility, utilizing the public switched network. ISDN distributes voice, data, video, image and facsimile by two standard methods of access: a Basic Rate Service (BRS) or a Primary Rate Service (PRS). These are serving arrangements which conform to internationally developed, published, and recognized standards generated by the International Telecommunications Union (formerly CCITT).

B. Definitions

Account

An account is equivalent to one customer at one address with the same type of Basic Rate Access (BRA).

Basic Rate Service (BRS)

BRS consists of up to three distinct channels on one pair of wires: two B (Bearer) channels and a D (Delta) channel.

B (Bearer) Channel

The B-channel carries circuit-switched voice and/or data communications at speeds up to 64 k/bits, from the customer's premises, over the loop facility, to the central office.

B-Channel Circuit-Switched Data

Circuit-Switched Data provides the capability of making data calls over the public switched network. Information is transmitted the same way as digitized voice. Like a voice call, a circuit-switched data call ties up network/system resources for the duration of the call. Similar to voice, Calling Line Identification functionality is provided.

INTEGRATED SERVICES DIGITAL NETWORK1. GENERAL (Cont'd)

B. Definitions (Cont'd)

D (Delta) Channel

The D-channel carries signaling information up to 16 Kbps on BRS and 64 Kbps for PRS, from the customer's premises to the central office. The D-channel has signaling functionality; it does not have voice capability.

Digital Subscriber Loop (DSL)

The ISDN basic rate interface loop from the CO to the customer's premises.

Primary Rate Service (PRS)

PRS has a capacity of 1.544 megabits per second (Mbps) and has multiple channels: 23 B-channels, and 1 D-channel, and is also known as 23B+D access. The B-channels carry user information such as voice calls, circuit-switched data, or video, while the D-channel handles signaling information.

INTEGRATED SERVICES DIGITAL NETWORK1. GENERAL (Cont'd)

B. Definitions (Cont'd)

T1 Facility

This element is the digital facility transmitting at a rate of 1.544 Mbps. The T1 signal provided to the customer's premises will have a loss not greater than 16.5 dB. The T1 facility may be provided, at the customer's request, via a fiber optic facility between the Company's CO and the customer's premises. Construction charges, specified in Section 8, may apply.

T3 Facility

A channel for point-to-point, two-way, digital transmission at a rate of 44.736 Mbps. At the customer's request, a T3 facility may be provided between the Company's CO and the customer's premises. Construction charges, specified in Section 8, may apply.

INTEGRATED SERVICES DIGITAL NETWORK1. GENERAL (Cont'd)

C. Terms and Conditions

1. General

- a. The customer or the customer's authorized agent will be responsible for the procurement of associated customer premises equipment (CPE) and will ensure compatibility with the ISDN digital switch serving the customer.
- b. This tariff may be used in conjunction with or referenced by other tariffs.
- c. Basic Rate ISDN Service includes a comprehensive 2B+D package. Contained in the standard package are numerous voice and data features. The standard features and functions support two terminals per BRS. Within the standard package there is limited flexibility for customization and various optional features can be added. Basic Rate ISDN Service does not offer B-channel packet service capabilities.
- d. Company shall terminate ISDN service at the Company Standard Network Interface (SNI) on the customer's premises. The SNI shall be the location, as established by State Commission Order, where applicable, or by mutual agreement between the parties, where the Company's protected network facilities and services end, and inside wire or a customer's network begins.
- e. Should any change in inside wiring (including riser cable) not owned by the Company, or CPE, require the Company to redesign ISDN Service, the customer shall reimburse the Company for all costs incurred by the Company in making such a change. Should ISDN Service fail due to inside wiring (including riser cable) not owned by the Company, or CPE, the responsibility for failure shall be solely that of the customer, and the Company shall have no liability of any kind.
- f. The customer is responsible for placement, installation, operation, maintenance, repair and replacement of all inside wire (including riser cable), not owned by the Company, and CPE that the customer uses in connection with this service. Premises wiring and CPE must be compatible with the Company's provision of ISDN Service.

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INTEGRATED SERVICES DIGITAL NETWORK1. GENERAL (Cont'd)

C. Terms and Conditions (Cont'd)

1. General (Cont'd)

- g. If an ISDN Service interruption, disconnection, error, performance failure, or some other out-of-service condition occurs and lasts for more than 24 consecutive hours after the customer gives the Company notice of such out-of-service condition, except for problems caused by the customer's actions, inside wiring, interface or CPE, an out-of-service credit will be applied to the customer's bill. This credit shall be based on a 30 day month and shall be calculated by dividing the monthly rate for the ISDN Service affected by 30 days and multiplying that daily rate by the number of days, or major fraction thereof, that the ISDN Service was interrupted. This will be the customer's sole remedy.
- h. Because of CPE selected by the customer or the customer's agent, some of the features offered may function differently or may not be available.
- i. Usage billing will be provided by call detail for a monthly charge of 2 cents per message displayed.

2. Availability

- a. The rates and charges specified for Basic Rate ISDN Service are applicable only to customers whose serving central office has been identified by the Company as having ISDN available.
- b. Basic Rate ISDN Service may be provided to customers from a central office other than their normal serving office as determined by the Company.
- c. The Company will limit the number of Basic Rate ISDN service lines to hunt group configurations of 11 lines or less at any one service location or any number of service locations for one customer served out of the same central office. Non-hunt group configurations will be considered on a premise-by-premise basis. The Company reserves the right to impose this limitation or others that may be necessary to ensure the availability of, or prevent the disruption or degradation of, general telephone service to the public. Primary Rate ISDN is available to service requirements beyond these limitations in either hunt group or non-hunt group configurations.

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INTEGRATED SERVICES DIGITAL NETWORK1. GENERAL (Cont'd)

C. Terms and Conditions (Cont'd)

2. Availability (Cont'd)

d. Basic Rate ISDN Service is offered where ISDN compatible facilities and equipment are available. Service is generally considered available for loops 18 kilofeet or less in length. Loops greater than 18 kilofeet in total length must meet ISDN extension technology design requirements and will be considered available if ISDN compatible pair gain systems are in place or planned to serve the area based on the scheduled placement of compatible pair gain systems. If no pair gain system is in place or planned, loops greater than 18 kilofeet in length will also be considered available if single line loop extension equipment can be deployed and the loop is within the design limitation of this type of extension equipment. If the loop is greater than 18 kilofeet in length, the Loop Extension Charge, specified in 3.B.2., following, applies.

e. Some services are not available and/or compatible with ISDN Service.

3. Local Calling Areas and Telephone Numbers

a. If a customer is provided service from a designated central office which is not the customer's normal serving office, the local calling area for the customer's ISDN Service will be that of the designated ISDN-equipped CO.

b. Calling areas are subject to change as additional central offices become capable of directly providing Basic Rate ISDN Service to the customer's own and nearby serving area. Changing to a different serving central office will affect customer telephone numbers.

4. Indemnification

a. It is the customer's responsibility to indemnify and hold harmless the Company against any and all claims, losses, liabilities, damages and lawsuits brought by any nonparty and arising, in whole or in part, out of customer's material breach of this tariff. Indemnification shall include, but is not limited to, costs and attorney's fees.

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INTEGRATED SERVICES DIGITAL NETWORK1. GENERAL (Cont'd)

C. Terms and Conditions (Cont'd)

4. Indemnification (Cont'd)

- b. Customer is responsible for the content of communications. Where customer's negligence or wrongful actions in using inside wire (including riser cable) not owned by the Company, CPE or customer's communications, result in any claim or legal action brought by any nonparty, the customer shall indemnify and hold the Company harmless.
- c. Customer is responsible for providing power for ISDN Service at the customer's premise. Unlike POTS, ISDN is not powered by the central office. In the event of a power failure at the customer's premise, ISDN Service will be interrupted for the length of the power failure. The customer shall hold harmless the Company against any and all claims, losses liabilities, damages and lawsuits brought by any nonparty and arising, in whole or in part, out of the customer's loss of ISDN Service as a result of a power failure at the customer's premise.

5. Protection of the Network

- a. The Company has the right and option to check the output of any equipment used in the transmission of signals, to or from the customer's premises, for this service. This includes Company provided facilities or other companies' facilities used in conjunction with provision of ISDN capabilities, such as CPE.
- b. The Company will notify the customer of any deviation from the authorized transmissions or specifications established in provision of the service.
- c. Upon notification by the Company that unauthorized transmissions are present due to customer equipment or facilities, the customer or customer's authorized agent will correct the situation on an expeditious basis or service will be disconnected by the Company to protect the network. The Company shall not be liable for and disclaims liability for losses which might be incurred as a result of disconnecting the service and disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. With respect to such equipment or service, the Company shall not be liable for any incidental or consequential damages, including but not limited to loss, damage, or expense directly or indirectly arising from the customer's use of or inability to use this service or equipment, either separately or in combination with other services or equipment.

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INTEGRATED SERVICES DIGITAL NETWORK2. PRIMARY RATE SERVICE

A. Description

The basic Primary Rate Service (PRS) structure consists of 23 B-channels and a D-channel, for a total transmission rate of 1.544 Mbit/s, which is equivalent to a T1 facility. Each 64 kbit/s B-channel carries user information such as voice calls, circuit-switched data, or video. The D-channel is a 64 kbit/s channel that is used to carry the control or signaling information.

Circuit-Switched Data PRS consists of 23B+D, which is equivalent to a T1 facility. The customer may use CPE to bond together 64 kbit/s B-channels for the transmission of circuit-switched data or video.

B. Definitions

1. Service Configurations

23B+D

This service configuration provides for 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data, or video, while the D-channel handles signaling information. When equipped, the D-channel can control a maximum of 479 B-channels. The B-channels may be provisioned on the same facility as the D-channel or on other PRS T1 facilities.

24B

This service configuration provides for 24 B-channels. The B-channels carry user information such as voice calls, circuit-switched data, or video. The signaling information is provided by a D-channel on the first T1 facility.

23B+Back-up D

This service configuration provides for 23 B-channels and a back-up D-channel. The back-up D-channel is used if the primary D-channel, which provides signaling for multiple T1 facilities, fails. All active calls are maintained during the switch-over to the back-up D-channel.

INTEGRATED SERVICES DIGITAL NETWORK2. PRIMARY RATE SERVICE (Cont'd)

B. Definitions (Cont'd)

2. Service Types

Call-Bv-Call PRS

The PRS B-channels are configured to support inward and outward call flexibility predetermined by the customer's traffic flow.

Dedicated PRS

Each B-channel is dedicated to inward, outward, or 2-way traffic.

3. Usage

Circuit-Switched Data Connection

A Circuit-Switched Data Connection is a central office translation that provisions 23 or 24 B-channels on a PRS T1 facility. All B-channels are dedicated with 2-way operation and have access to the exchange network. Incoming calls are restricted to circuit-switched data or video.

ISDN Trunk Connection

An ISDN Trunk Connection (TC) is a central office translation that provisions each B-channel in a PRS. The TC allows access to the exchange network. One ISDN Trunk Connection is required for each B-channel used in a PRS.

INTEGRATED SERVICES DIGITAL NETWORK2. PRIMARY RATE SERVICE (Cont'd)

B. Definitions (Cont'd)

4. Standard Features

Calling Number Identification

This feature displays the call identification information and the calling party's DN (including nonpublished and nonlisted DNs) prior to the call being answered. Callers have the ability to inhibit the display of calling party information to the terminating number.

Calling Number Identification Blocking-All Calls

All outgoing calls will be blocked for PRS customers where technically feasible as determined by the Company.

Direct Inward/Outward Dialing

Allows station users to place or receive calls by-passing the attendant.

Circuit-Switched Data

Allows the transmission of circuit-switched data on a voice channel.

INTEGRATED SERVICES DIGITAL NETWORK2. PRIMARY RATE SERVICE (Cont'd)

C. Terms and Conditions

1. Each PRS consists of one Transport Service Configuration. A customer may request more than one PRS per premises.
2. Terms, conditions, rates and charges, as described for PRS, are in addition to the regular rates and charges for the service with which PRS is associated.
3. Some services are not available and/or compatible with PRS.

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INTEGRATED SERVICES DIGITAL NETWORK2. PRIMARY RATE SERVICE (Cont'd)

C. Terms and Conditions (Cont'd)

4. The PRS facility may be provided from a foreign central office or foreign exchange at the DS 1 Transport Mileage rates. Associated charges will be applied to the PRS facility.
5. PRS offerings are not available for use by Commercial Mobile Radio Carriers, Private Mobile Radio Carriers and Interexchange Carriers in the provision of services to their customers. Other digital services are offered by the Company for interconnection specifically for these Carriers.
6. The PRS facility for all channels may be provisioned on an existing or new T3 facility.
7. PRS customers must subscribe to a minimum of one 23B+D Service Configuration.
8. DID numbers associated with PRS are found in Section 7 of this tariff.
9. Circuit-Switched Data PRS is only intended for data calls, including video.

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INTEGRATED SERVICES DIGITAL NETWORK

2. PRIMARY RATE SERVICE (Cont'd)

D. Rates and Charges

1. Transport Service Configuration

		<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
•	Stand alone T1 facility, per 24 channel facility		
	ISDN PRI	\$859.00	\$459.00
	ISDN PRI:36	859.00	413.00 [1]
	ISDN PRI:60	859.00	367.00 [1]
•	T1 facility, provisioned on a T3, per T1 facility activated		
	ISDN PRI T3	859.00	316.00
2.	ISDN DID/DOD Trunk Connection, per B-Channel[2] ISDN PRI,DID/DOD TC	--	45.00
3.	Circuit Switched Data Connection, per B-Channel[2] ISDN PRI,CSDC	--	32.00
4.	Nonrecurring change charges apply as follows:		
		<u>Nonrecurring Charge</u>	
•	All miscellaneous changes or rearrangements of facilities, per facility	\$50.00	

[1] Terms and conditions for term discounts for ISDN PRI Transport Service Configurations are found in Section 4.4 (A) of ALLTEL Nebraska, Inc., Digital Service Tariff.

[2] Central Office Line charges, as specified in Section 9 of this tariff, apply to each B-Channel provisioned on the T1 facility.

INTEGRATED SERVICES DIGITAL NETWORK3. BASIC RATE SERVICE

Basic Rate ISDN Service is compatible with National ISDN and includes circuit-switched voice and circuit-switched data functionality.

A. Standard Features and Functions

Because of CPE selected by the customer or the customer's agent, some of the features offered may function differently, may not be available or may be required to be offered via an access code. The standard features and functions support two terminals per BRS.

Call Appearance (CA)

A CA is the position(s) on a terminal to which numbers are assigned. A Directory Number (DN) can be shared by more than one ISDN terminal. The quantity and/or position of CAs for the Primary Directory Number (PDN), Secondary Directory Numbers (SDN), and Shared Call Appearances (SCA) are limited by the standard configuration developed for the CPE.

Caller Identification Blocking - Per Call

This feature enables a customer to control the disclosure of his/her name and/or DN to a customer of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the DN. A customer must dial a code before each call to change the indicator from public to private. "Public status" allows delivery of the name and/or DN. "Private status" prevents delivery of the name and/or DN. Per Call Blocking is provided at no charge.

Calling Line Identification

Calling Line Identification is provided on both an incoming and outgoing basis.

• Incoming (ICLID)

This feature displays the call identification information and the calling party's DN (including nonpublished and nonlisted directory numbers) prior to the call being answered. Calling party's name may not be available. Callers have the ability to inhibit the display of calling party information to the terminating number. ICLID is provided to the PDN and to any associated SDNs. ICLID cannot just display to the PDN when the number is shared.

• Outgoing (OCLID)

This feature provides a user who is originating a call with information about the called party and the facility or destination.

INTEGRATED SERVICES DIGITAL NETWORK3. BASIC RATE SERVICE (Cont'd)

A. Standard Features and Functions (Cont'd)

Primary Directory Number (PDN)

Each ISDN terminal is assigned one PDN, and two (2) additional appearances of the PDN.

Secondary Directory Number (SDN)

A SDN is any DN other than the PDN assigned to an ISDN terminal. If more than one SDN is assigned to a terminal, additional charges will apply.

Call Hold

This feature allows the user to place a call on hold by depressing a button.

Display

This feature provides the ISDN terminal a display of the time and date, calling number, call appearance identification, called number, incoming call identifier and feature activation operation.

Call Forwarding-Don't Answer (Pre-programmed)

This feature allows all calls terminating to an idle PDN to be forwarded to another number when the called PDN does not answer after a predetermined number of seconds.

INTEGRATED SERVICES DIGITAL NETWORK

3. BASIC RATE SERVICE (Cont'd)

A. Standard Features and Functions (Cont'd)

Hunting

Hunting is available for circuit-switched data on PDNs.

Hunting Service will affect the operation or availability of some other optional features on the hunting B-channel. The features most often affected include forms of Call Forwarding, Speed Calling and others, depending on the Service Configuration. Call Forwarding features will override the Hunting Services.

Hunting is done sequentially by terminal within the group. One or two B-channels are associated with each terminal in the group. One begin-hunt telephone number must be assigned to the first terminal within a Regular or Circular group of sequentially ordered terminals that form a Multiline Hunt Group (MLHG). Telephone numbers may be assigned, in any sequence, to terminals within a MLHG.

Multiline Hunt Service provides a hunting sequence that attempts to complete a call to the first available B-channel associated with the lead telephone number of the group. Busy tone is not sent to the caller unless all remaining B-channels in the hunt group list have been found busy. The call will be completed to the first available B-channel.

MLHGs can be assigned two types of telephone numbers; begin-hunt and nonhunting telephone numbers. The begin-hunt telephone number has the multiline hunt feature and, when called, starts the hunting sequence associated with the hunt group. An MLHG must have at least one begin-hunt telephone number but can have more than one per terminal in the group. Non-hunting telephone numbers can be assigned to terminals within a MLHG; these terminals do not have the multiline hunt feature. Incoming calls are terminated directly to the individual terminals.

- Regular hunting starts when a begin-hunt telephone number is called in a MLHG. Hunting proceeds in ascending order through each subsequent terminal in the group until an idle terminal is reached or the last (highest numbered) terminal in the group is reached.
- Circular hunting is provided optionally with regular hunting groups. Circular hunting occurs in these groups when the hunt for an idle terminal commences beyond the first terminal in the hunt group and finds all higher numbered terminals busy, the hunt returns to the first terminal in the group. The hunt ends with the terminal number preceding the terminal where the hunt in the group initially began.

This feature allows all terminals within a MLHG to be tested for busy regardless of the point of entry into the group before returning busy tone.

- Distribution hunting is a hunting arrangement that provides uniform termination call assignment (distribution) to members of a MLHG. UCD hunting does not include queuing or announcements.

The rates and charges for hunting are found in the Company's General Exchange Tariff, Section 7.

INTEGRATED SERVICES DIGITAL NETWORK3. BASIC RATE SERVICE (Cont'd)

A. Standard Features and Functions (Cont'd)

Terminal Package 2

The Terminal Package offering follows the North American ISDN Users' Forum (NIUF) Voice Terminal Order Simplification Procedure. Terminal Package 2 provides the following for mapping keys on an electronic key telephone set: (some voice features listed may not be included in the standard BRI package.)

Call Forwarding Variable-All Calls

The user can forward all PDN calls to another number by pressing the Call Forwarding-Variable feature button. The forward-to number is customer changeable. The user must activate or deactivate the forwarding function by using either an access code or a feature button.

Call Forwarding Busy Line For Circuit-Switched Data

This feature permits all circuit-switched data calls, attempting to terminate to a busy PDN, to be redirected to one other customer specified DN. A busy line condition exists when a circuit-switched data B-channel is unavailable. This feature can either be assigned to the user on an active basis or it can be assigned to a feature button that can be activated or deactivated by the user. If the feature is assigned to a feature button, the forward-to DN can be changed by dialing an access code and programming the new forward-to DN.

Call Forwarding Don't Answer For Circuit-Switched Data

This feature permits all circuit-switched data calls attempting to terminate to an idle PDN to ring a specified number of seconds prior to being forwarded to a previously specified DN. This feature can either be assigned to the user on an active basis or it can be assigned to a feature button that can be activated or deactivated by the user. If the feature is assigned to a feature button, the forward to DN can be changed by dialing an access code and programming the new forward-to DN.

Call Forwarding Variable-All Calls For Circuit-Switched Data

This feature allows circuit-switched data calls, attempting to terminate to a line, to be redirected to another specified line. The user must activate or deactivate the forwarding function by either using an access code or a feature button. If the feature is assigned to a feature button, the forward-to DN can be changed by dialing an access code and programming the new forward-to DN.

INTEGRATED SERVICES DIGITAL NETWORK3. BASIC RATE SERVICE (Cont'd)

A. Standard Features and Functions (Cont'd)

Terminal Package 2 (Cont'd)3-Way Conference

This feature allows a user to establish a three-way conference call by depressing a button.

Call Transfer

This feature enables the user to transfer a call to a third party by depressing a button.

Drop

The Drop button allows the user to drop the last party added to a conference call or to disconnect a two-party call.

Message Waiting Indication

This feature is available on PDN's and notifies the user of a message waiting by providing either an audible stuttered dial tone or visually by illuminating a light on the customer's telephone set. Messages may be retrieved by calling the message service center or by accessing a voice mail system.

INTEGRATED SERVICES DIGITAL NETWORK3. BASIC RATE SERVICE (Cont'd)

B. Rates and Charges

1. Extended Area Service, Enhanced Local Calling Area and Local Optional Calling Plan rates and charges, as provided for in the Local Exchange Tariff, are applied per B-channel which carry circuit-switched voice and/or data traffic.

2. Loop Extension Charge

	Nonrecurring
	<u>Charge</u>
Per Loop	\$100.00

3. Additional Primary or Secondary Directory Numbers

Included with each PDN is the standard set of voice and data features. A monthly charge of \$1.00 applies for each additional PDN, or SDN.

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